

**DEAN D. FLIPPO**

Monterey County District Attorney

**ANNE M. MICHAELS (SBN 136134)**

Managing Deputy District Attorney

**ROBERT J. LAUCLAN, JR. (SBN 118545)**

Deputy District Attorney

1200 Aguajito Road, Room 301

Monterey, California 93940

Telephone: (831) 647-7770 Facsimile: (831) 647-7762

**PRESTON DuFAUCHARD**

California Corporations Commissioner

**ALAN S. WEINGER**

Deputy Commissioner

**JOAN E. KERST (SBN 123351)**

Senior Corporations Counsel

Department of Corporations

One Sansome Street, Suite 600

San Francisco, California 94104

Telephone: (415) 972-8547

*Attorneys for Plaintiff, The People Of The State Of California*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF MONTEREY**

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

TRU-LIGHT CORPORATION, a Nevada  
corporation; DAVID WARREN BARTH, an  
individual; MELLEN-THOMAS BENEDICT, an  
individual; and DOES 1 through 100 inclusive,

Defendants.

CIVIL CASE NO.: M112396

DA NO.: CF03-0397

**STIPULATION FOR ENTRY OF  
“[PROPOSED] FINAL  
JUDGMENT, INCLUDING CIVIL  
PENALTIES AND COSTS AND  
PERMANENT INJUNCTION”**

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1           **1. INTRODUCTION**

2           1.1. This Stipulation For Entry of “[Proposed] Final Judgment, Including Civil Penalties  
3 and Costs and Permanent Injunction” (the “STIPULATION”), is entered into by PLAINTIFF,  
4 the PEOPLE OF THE STATE OF CALIFORNIA; and DEFENDANT MELLEN-THOMAS  
5 BENEDICT, an individual (“BENEDICT”) (any and all defendant(s) which are party hereto  
6 collectively, the “SETTLING DEFENDANT(S)”). BENEDICT acknowledges, agrees, avers,  
7 represents, stipulates, and warrants that at times he is or was Secretary, Treasurer, Chief  
8 Technology Officer, Chairman, and a director and an owner of DEFENDANT TRU-LIGHT  
9 CORPORATION, a Nevada corporation (“TLC”).

10           1.2. The PEOPLE appear through Dean D. Flippo, Monterey County District Attorney,  
11 Robert J. Lauchlan, Jr., Deputy District Attorney, Preston DuFauchard, California Corporations  
12 Commissioner, and Joan E. Kerst, Senior Corporations Counsel.

13           1.3. BENEDICT appears *in propia persona*.

14           **2. AGREEMENTS OF THE PEOPLE AND THE SETTLING DEFENDANTS**

15           2.1. The PEOPLE and the SETTLING DEFENDANT(S) (collectively the “PARTIES”)  
16 acknowledge, agree, consent, request, submit and stipulate to the entry as a final judgment of the  
17 document filed concurrently herewith and entitled “[Proposed] Final Judgment, Including Civil  
18 Penalties and Costs and Permanent Injunction,” a copy of which is attached hereto as **Exhibit 1**  
19 (the “FINAL JUDGMENT”), and also to each and every one of the following provisions:

20           2.1.1. On May 26, 2011 the “Complaint for Civil Penalties and Equitable Relief” was  
21 filed with the Superior Court of California, County of Monterey (the “COURT”) (the  
22 “COMPLAINT”).

23           2.1.2. On or before August 19, 2011 BENEDICT was served with the COMPLAINT in  
24 both his individual and representative capacity. BENEDICT filed an answer to the

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1 COMPLAINT on or about August 5, 2011, but the PEOPLE were unaware of that answer until  
2 approximately August 19, 2011, as it has never been served on the PEOPLE, and they were only  
3 advised of it near the time of an August 19, 2011 hearing.

4 2.1.3. The COURT has jurisdiction over the subject matter of this action and proceeding,  
5 and over all of the SETTLING DEFENDANT(S).

6 2.1.4. All PARTIES acknowledge, agree, represent, stipulate, and warrant that they have  
7 reviewed each and every provision of this STIPULATION in its entirety; and the FINAL  
8 JUDGMENT in its entirety; are familiar with each and every provision thereof; and have  
9 consulted an attorney to the extent they deem necessary.

10 2.1.5. Without the taking of any proof, and without any trial or adjudication of any issue  
11 of fact or law whatsoever, all of the PARTIES hereby acknowledge, agree, consent, request,  
12 submit and stipulate to the entry of the FINAL JUDGMENT, and this STIPULATION, as a full  
13 and final resolution between the PARTIES of any and all issues raised in the COMPLAINT, and  
14 relating to any act, advertising, business, marketing, practice, and/or security of SETTLING  
15 DEFENDANT(S) between or during January 1, 1997 and December 31, 2008.

16 2.1.6. SETTLING DEFENDANT(S) acknowledge, agree, consent, request, submit and  
17 stipulate to the entry of the FINAL JUDGMENT, and the provisions thereof, while at the same  
18 time not intending to admit or deny any issue of law or fact except as noted in Paragraph 3 of the  
19 FINAL JUDGMENT. As noted in Paragraph 3 of the FINAL JUDGMENT, SETTLING  
20 DEFENDANT(S) admit certain provisions of the COMPLAINT (the “ADMITTED  
21 PARAGRAPHS”), but neither admit nor deny any other provision of the COMPLAINT (the  
22 “NON-PARAGRAPH 3 PROVISION(S)”), while agreeing not to contest any NON-  
23 PARAGRAPH 3 PROVISION in any administrative, judicial or quasi-judicial action, case,  
24 hearing or proceeding to enforce the terms of the FINAL JUDGMENT or this STIPULATION,

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1 or in any proceeding brought under *California Business & Professions Code* section 10471 *et*  
2 *seq.* for restitution. No provision of this STIPULATION shall be interpreted as barring,  
3 inhibiting, or preventing any SETTLING DEFENDANT from asserting any laches or limitation  
4 defense against any plaintiff other than the PEOPLE.

5 2.1.7. The PEOPLE have determined that the FINAL JUDGMENT should be entered  
6 because, based upon the allegations, and known facts, it is a fair and equitable resolution of the  
7 COMPLAINT with respect to SETTLING DEFENDANT(S).

8 2.1.8. The COURT shall retain jurisdiction for the purpose of enabling any PARTY to  
9 the FINAL JUDGMENT to petition at any time for such further orders or direction as may be  
10 necessary or appropriate for the carrying out of the FINAL JUDGMENT; for the resolution of  
11 any dispute that may arise; for the modification or termination of any injunctive term thereof; for  
12 the enforcement of compliance therewith; or, for the punishment of violation thereof.

13 2.1.9. The FINAL JUDGMENT and this STIPULATION constitute the entire agreement  
14 between the PARTIES and may not be amended or supplemented except upon order of this  
15 COURT, or by written consent by all the PARTIES and approval of the COURT.

16 2.1.10. The PARTIES waive any and all rights to attempt to set aside or vacate, or  
17 otherwise to attack, directly or collaterally, the FINAL JUDGMENT and this STIPULATION, or  
18 any provision thereof.

19 2.1.11. The PARTIES waive any and all rights of appeal relating to each and every issue  
20 of fact and law, and as to each and every court, forum, and tribunal.

21 2.1.12. The PARTIES, having agreed that the presumption set forth in *California Civil*  
22 *Code* section 1654 is not applicable to any relevant document, there is no presumption that any  
23 document should be interpreted more strongly against one PARTY versus any other PARTY.

24 2.1.13. No oral advice, guidance, suggestions or comments by employees or officials or

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any PARTY regarding matters covered in the FINAL JUDGMENT shall be construed to relieve any PARTY of its obligations required by the FINAL JUDGMENT.

2.1.14. The FINAL JUDGMENT may be signed by any Judge of the COURT, and entered by the Clerk without notice, provided that this STIPULATION has been fully executed by persons referenced below.

2.1.15. Any failure by the PEOPLE, including but not limited to any regulatory administration, agency, branch, department or office working on the subject matter of this action, case or proceeding, to enforce any provision of the FINAL JUDGMENT, shall in no way be deemed a waiver of such provision, or in any way effect the validity of the FINAL JUDGMENT. Any failure of the PEOPLE to enforce any such provision shall not preclude it from later enforcing the same or any other provision of the FINAL JUDGMENT.

2.1.16. Each and every SETTLING DEFENDANT acknowledges, agrees, consents, requests, submits, stipulates and warrants that he or it understands, and knowingly and intentionally waives, the following rights: the right to have an attorney represent him or it during all stages of these proceedings; the right to have a trier of fact determine the merits of the case; the right to confront witnesses against him or it; the right to the process of the court to compel the attendance of witnesses on his or its behalf; and the right to present evidence in defense of the allegations against him or it.

2.1.17. SETTLING DEFENDANT(S) waives filing and service of a Notice of Entry of Judgment.

2.1.18. This STIPULATION may be executed in any number of counterparts with the same effects as if all PARTIES signed the same document, and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument. True and correct copies, including faxed signatures, may be used in lieu of the original.

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1       **NOW THEREFORE**, the PARTIES, and each of them, hereby acknowledge, agree,  
2 consent, request, submit, and stipulate to the entry as a final judgment of the document filed  
3 concurrently herewith and entitled “[Proposed] Final Judgment, Including Civil Penalties and  
4 Costs and Permanent Injunction,” a copy of which is attached hereto as **Exhibit 1**.

5 **PLAINTIFF, THE PEOPLE OF THE STATE OF CALIFORNIA**

6 Dated: September 28, 2011

Respectfully submitted,

7 DEAN D. FLIPPO  
8 Monterey County District Attorney

9 By: \_\_\_\_\_  
10 ROBERT J. LAUCLAN, JR.  
Deputy District Attorney

11 PRESTON DuFAUCHARD  
12 California Corporations Commissioner

13 By: \_\_\_\_\_  
14 JOAN E. KERST  
15 Senior Corporations Counsel

16 Attorneys for Plaintiff, the People of the  
State Of California

17 **DEFENDANT, MELLEN-THOMAS BENEDICT**

18 Dated: September 28, 2011

19 By: \_\_\_\_\_  
20 MELLEN-THOMAS BENEDICT  
21 *in propria persona*